

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
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CONVEYING PARTY DATA	
Name	Execution Date
Bank of America, N.A., as Administrative Agent	05/16/2008

RECEIVING PARTY DATA	
Name:	Foot Locker Retail, Inc.
Street Address:	112 West 34th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10120

PROPERTY NUMBERS Total: 19

Property Type	Number
Patent Number:	D357591
Patent Number:	D349302
Patent Number:	D355794
Patent Number:	D355797
Patent Number:	D356222
Patent Number:	D354870
Patent Number:	D364931
Patent Number:	D349260
Patent Number:	D350083
Patent Number:	D350304
Patent Number:	D350305
Patent Number:	D356455
Patent Number:	D361003
Patent Number:	D359864
Patent Number:	D370801

CH \$760.00 D357591

Patent Number:	D359865
Patent Number:	D368815
Patent Number:	D373035
Application Number:	09259351

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	615600/16
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NAME OF SUBMITTER:	S. Anita Sinha
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Total Attachments: 5
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RELEASE OF SECURITY INTEREST IN PATENTS

This RELEASE OF SECURITY INTEREST IN PATENTS (“**Release**”) is given as of this 20th day of March, 2009, by BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties referred to in the Security Agreement (as such term is defined herein), located at 335 Madison Ave., 5th Fl., New York, NY 10017 (“**Assignor**”), in favor of FOOT LOCKER RETAIL, INC., a New York corporation, located at 112 West 34th Street, New York, New York 10120 (herein referred to as “**Assignee**”). Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Patent Security Agreement (as such term is defined herein).

WHEREAS, Foot Locker, Inc., its Subsidiaries party thereto, the banks from time to time party thereto, Bank of America, N.A., as Administrative Agent, and Swingline Bank, The Bank of New York as LC Agent, Banc of America Securities LLC and J.P. Morgan Securities Inc. as Joint Lead Arrangers and Book Runners, the Syndication Agent party thereto and the Documentation Agent party thereto are parties to a Sixth Amended and Restated Credit Agreement dated as of May 16, 2008 (as amended or amended and restated from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to the terms of a related Amended and Restated Security Agreement dated as of May 16, 2008 (as amended from time to time, the “**Security Agreement**”) among Foot Locker, Inc., its Subsidiaries party thereto and Assignor, Assignee has granted to Assignor for the benefit of such Secured Parties a continuing security interest in and to the assets of Assignee specified therein, including all right, title and interest of Assignee in and to the Patent Collateral, whether then owned or existing or thereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement) of Assignee;

WHEREAS, Assignor and Assignee entered into that certain Patent Security Agreement, dated as of May 16, 2008 (the “**Patent Security Agreement**”) for purposes of recording the Assignor’s security interest in the applicable patent registries;

WHEREAS, the Patent Security Agreement was recorded in the United States Patent and Trademark Office on May 29, 2008, at Reel 021018/Frame 0356;

WHEREAS, pursuant to the Security Agreement and the Patent Security Agreement, Assignee granted to Assignor, to secure the Secured Obligations, a continuing security interest in and to all of Assignee’s right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether then owned or existing or thereafter acquired or arising:

(i) each Patent (as defined in the Security Agreement) owned by Assignee, including, without limitation, each U.S. Patent and Patent application referred to in Schedule 1 hereto;

(ii) each Patent License (as defined in the Security Agreement), including, without limitation, each Patent License identified in Schedule 1 hereto; and

(iii) all proceeds of, and all other profits, products, rents or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or other realization upon, any Patent Collateral described in clauses (i) and (ii), including without limitation all claims against third parties for loss of, damage to or destruction of, or any past, present or future dilution, infringement or unauthorized use of, unfair competition with, or violation of intellectual property rights in connection with or injury to, any such collateral or for injury to the goodwill associated with any of the foregoing, in each case whether then existing or thereafter arising.

WHEREAS, Assignor and Assignee desire that Assignor terminate and release its security interest in the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby terminates, releases and discharges fully, its security interest in and to the Patent Collateral including but not limited to the Patents and Patent Licenses on Schedule 1 hereto, and reassigns and transfers any and all interest that Assignor may have in the Patent Collateral to Assignee.

Assignee hereby revokes Assignee's appointment, pursuant to the Patent Security Agreement, of Assignor and any officer or agent thereof as its true and lawful attorney-in-fact with full power and authority in the name of Assignee or in its name.

Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Patent Collateral, and/or (iii) otherwise file this Release in the applicable governmental office or agency.

Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its agents or designees) reasonably requests in order to confirm this Release and Assignee's right, title, and interest in and to the Patent Collateral, in each case at the Assignee's sole cost and expense.

[SIGNATURE PAGE FOLLOWS]

SCHEDULE 1 TO RELEASE OF SECURITY INTEREST IN PATENTS

Patents and Patent Licenses

U.S. PATENTS

FOOT LOCKER RETAIL, INC.

Patent No.	Issue Date	Title
D357,591	04/25/1995	Swing
D349,302	08/02/1994	Conical Channel for Retail Displays
D355,794	02/28/1995	Conical Display
D355,797	02/28/1995	Display Rack w/Dual Conical Ends
D356,222	03/14/1995	Display Rack with a Conical End
D354,870	01/31/1995	Display Stand
D364,931	12/05/1995	Façade of a portal
D349,260	08/02/1994	Figure
D350,083	08/30/1994	Figure
D350,304	09/06/1994	Figure
D350,305	09/06/1994	Figure
D356,455	03/21/1995	Half Circled Display Counter with Angled Recessed Sections
D361,003	08/08/1995	Mirrored Retail Display Platform
D359,864	07/04/1995	Three-Sided Monitor Display Case
D370,801	6/18/1996	Multi-Circular Design For A Retail Display
D359,865	07/04/1995	Display Case
D368,815	04/16/1996	Display Stand
D373,035	08/27/1996	Display Stand

U.S. PATENT APPLICATIONS

FOOT LOCKER RETAIL, INC.

Serial No.	Filing Date	Title
09/259,351	03/01/1999	Crew Socks with Light Reflective Capabilities

PATENT LICENSES

None